

ADDITIONAL TERMS AND CONDITIONS
GSA Office of Chief Information Officer (OCIO)
GSA Technology Operations (GTO)
Task Order GS-H-00-13-AA-0041
Alliant Small Business Contract GS-06F-0592Z

2.1 Inspection and Acceptance

The following Alliant Small Business GWAC, Section E Inspection and Acceptance clauses are applicable to this Task Order:

52.246-4 Inspection of Services – Fixed Price (AUG 1996)

52.246-6 Inspection – Time and Material and Labor Hour (MAY 2001)

2.1.1 Responsibility for Inspection and Acceptance

The Contracting Officer's Representative (COR), or his/her designee, (refer to Section 2.3) will inspect and accept all deliverable products and services performed under this Task Order at the location set forth in the PWS as the place of performance or delivery. In the event of rejection of any deliverable or service, the Contracting Officer (CO) will notify the Contractor of the reason for the rejection in writing.

2.1.2 Scope of Inspection

Deliverables and services will be inspected for content, completeness, accuracy, quality, and conformance to the requirements (including any applicable standards) as specified in this Task Order. Inspection may include validation of information or software through the use of automated tools, testing or inspections of the deliverables, as specified in the Task Order. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

The basis for acceptance shall be compliance with the requirements set forth in the Task Order, the Contractor's proposal and other terms and conditions of the Alliant contract. Deliverable items rejected shall be corrected in accordance with the applicable terms and conditions. Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected. If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version. All of the Government's comments to deliverables must either be incorporated in the succeeding version of the deliverable or the Contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated. If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements stated within the Task Order, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission. If the Contractor requires additional government guidance to produce

an acceptable draft, the Contractor shall arrange a meeting with the GTO COR or their duly authorized representative.

2.1.3 Initial/Draft Deliverable Review

The Contracting Officer (CO)/Contracting Officer's Representative (COR) or their duly authorized representative shall provide written notification of acceptance or rejection of all final deliverables within fifteen (15) work days (unless specified otherwise) from receipt by the Government of the initial deliverable. Upon receipt of the Government comments, the Contractor shall have ten (10) work days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form. All notifications of rejection will be accompanied with a written explanation of the specific deficiencies causing the rejection

2.1.4 Written Acceptance/Rejection by the Government

The CO/ COR will provide written notification of acceptance or rejection of all final deliverable products within thirty (3) workdays of submission. Absent written notification, final deliverables will be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

2.1.5 Nonconforming Products or Services

Nonconforming products or services will be rejected, except as otherwise provided in FAR 46.407. The Contractor shall be responsible for replacement, correction, and/or re-performance to meet the requirements of the Task Order in accordance with the applicable Inspection and Acceptance clause(s) and terms and conditions of the Task Order.

2.2 Deliveries or Performance

The following Alliant Small Business GWAC Section F Deliveries or Performance clauses are applicable to this Task Order:

52.242-15 Stop-Work Order (Aug 1989)

52.242-17 Government Delay of Work (Apr 1984)

2.2.1 Period of Performance

The period of performance is as follows:

Base Period: February 25, 2013 – February 24, 2014

Option Period 1: February 25, 2014 – February 24, 2015

Option Period 2: February 25, 2015 – February 24, 2016

Option Period 3: February 25, 2016 – February 24, 2017

Option Period 4: February 25, 2017 – February 24, 2018

NOTE: The exercise of any option will be in accordance with FAR 52.232-19, Availability of Funds for the Next Fiscal Year (APR 1984)

2.2.2 Place of Performance

Reference the GTO Performance Work Statement (PWS) and the Contractor's proposal.

2.2.3 Deliverables and Delivery Schedule

Required deliverables and delivery schedules are established in the GTO Performance Work Statement and the Contractor's proposal. TBD Communications and Deliverables are determined in coordination with the COR.

2.3 Task Order Administration

2.3.1 Individuals Authorized to Commit the Government

Only Contracting Officers acting within the scope of their authority are empowered to execute contracts and modifications on behalf of the Government. Other Government personnel shall not-

- Execute contract modifications;
- act in such a manner as to cause the Contractor to believe they have authority to bind the Government; or
- direct or encourage the Contractor to perform work that should be subject of a contract modification.

If the Contractor receives direction that deviates from the terms and conditions of this Order, the Contractor shall notify the CO by email no later than 48 hours after it receives such direction. The Contractor shall specify what direction was given, who provided the direction and when the direction was provided. The Contractor's failure to provide this notice to the CO shall constitute a basis for the Government not approving any claim or dispute related to direction received from someone other than the CO.

2.3.2 Contracting Officer's Representative (COR)

The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the Task Order such as review or inspection and acceptance of supplies, services, and other functions of a technical nature. The COR will provide no supervisory or instructional assistance to contractor personnel.

The Contracting Officer will provide a written notice of such designation to the Contractor within ten (10) workdays after contract award. The designation letter will set forth the authorities and limitations of the COR under the contract.

The COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the Task Order. Changes in the scope of work will be made only by the CO by properly executed modifications to the Task Order.

2.3.3 Government Points of Contact

Contracting Officer (CO)
Brenda Cockrell
GSA Central Contracting Office Division
1275 First Street NE, 7th Floor
Washington, DC 20417
Telephone: (202) 208-4706
Mobile: (202) 329-3172
Email: brenda.cockrell@gsa.gov

GTO Program Manager (PM):
Jason Donow, Director, Program Management Division
Telephone: (202) 694-8123
Mobile: (303) 524-4961
Email: jason.donow@gsa.gov

Primary Contracting Officer's Representative (COR):
Debra Anne
Telephone: (202) 694-2951
Mobile: (360) 536-0652
Email: debra.anne@gsa.gov

A complete directory for all CORs and Alternate CORs (ACOR) will be provided by the Contracting Officer within ten (10) days of award.

2.4 Invoice Submission

The Contractor must submit Requests for Payments in accordance with the terms and conditions of this Task Order and the format contained in the General Services Administration Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the data elements indicated below shall be included on each invoice:

- Task Order number: **GS-H-00-13-AA-0041**
- Alliant Small Business Contract number: **GS-06F-0592Z**
- Paying Number (PDN/GP NO.): **GP-730382**
- Project Title: **GTO**
- Invoice Period
- Total Amount Invoiced

The Contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

The Contractor must submit copies of invoices electronically, and concurrent with submission to the designated GSA Finance Office, to the following:

Contracting Office (CO):
Brenda Cockrell
Email: brenda.cockrell@gsa.gov

Contracting Officer's Representative:
Debra Anne
Email: debra.anne@gsa.gov

2.4.1 Invoice Requirements

Invoices shall be itemized by CLIN/SubCLIN to reflect charges against each specific CLIN/SubCLIN awarded under this Task Order. The Contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category. For the Labor-Hour CLINs/SubCLINs, the Contractor shall only invoice those labor categories and rates that have been previously incorporated into this Task Order.

The invoice shall also include the cumulative total for the current period of performance as well as the contract cumulative year to date total.

2.4.1.1 Contract Access Fee (CAF)

The Contract Access Fee (CAF) is capped at \$150,000.00 per year, \$750,000.00 total for the 5 year term of the Task Order.

2.4.1.2 Firm Fixed Price CLINS

The Contractor may invoice as stated in Section B for the FFP CLINs. The invoice shall include the period of performance/deliverable or progress payment period covered by the invoice and the CLIN or sub-CLIN number and title. All costs shall be reported by CLIN/sub-CLIN element (as shown in Section B) and shall be provided for the current invoice period, and in total for the year-to-date total (based on the Government's fiscal year) and from Task Order award to date. The Contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the year-to-date, and task-order-to-date totals.

- Firm Fixed Price (period of performance/deliverable or progress payment period – as stated in Section B)
- Any cost incurred not billed, with an explanation

2.4.1.3 Labor Hour CLINS

NOTE: Before undertaking travel to any government site or any other site in performance of the Task Order that is not included within a fixed price CLIN, the

Contractor shall have this travel approved by, and coordinated with, the GSA COR or their duly appointed representative. Notification shall include, at a minimum, the number of persons in the party, company name, traveler(s) name(s), travel destination, duration of stay, purpose of trip, and detailed estimated cost. Prior to any long distance travel that is not associated with a fixed price CLIN, the Contractor shall prepare a Travel Authorization Request for government review and approval. Long distance travel will be reimbursed for cost of travel comparable with the appropriate travel regulations listed in H.23.1, above.

Requests for travel approval shall:

- Be prepared in a legible manner;
- Include a description of the travel proposed including a statement as to purpose;
- Be summarized by traveler;
- Identify the Task Order number;
- Identify the CLIN associated with the travel;
- Be submitted in advance of the travel with sufficient time to permit review and approval.

The Contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

The Contractor may invoice monthly on the basis of cost incurred for the LH CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number or sub-CLIN number and title. All hours and costs shall be reported by CLIN/sub-CLIN element (as shown in Section B) and Contractor employee and shall be provided for the current billing period and in total, with a year-to-date total (based on the Government's fiscal year) and from Task Order award to date. The Contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the year-to-date, and task-order-to-date totals.

- Employee name (current and past employees)
- Employee labor category
- Monthly and total cumulative hours worked
- Billing labor rate
- Total cost for billing period
- Any cost incurred not billed, with an explanation

NOTE: FAR Clause 52.232-22, Limitation of Funds is applicable to the Task Order.

2.4.1.4 Travel

The Code of Federal Regulations 330.604(e) states “*Local commuting area* means the geographic area that usually constitutes one area for employment purposes as determined by the agency. It includes any population center (or two or more neighboring ones) and the surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their usual employment.”

The Contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the Joint Travel Regulations (JTR)/Federal Travel Regulation (FTR) and FAR 31.205-46. Long distance travel is defined as travel over 50 miles outside of the usual place of performance. The invoice shall include the period of performance covered by the invoice, and the CLIN number and title. Separate worksheets shall be submitted for travel.

CLIN/Task Total Travel: The invoice information shall identify all cumulative travel costs, year-to-date and Task Order to date totals, billed by CLIN/Task. The current invoice period’s travel detail shall include separate columns and totals and include the following:

- Travel authorization request number or other identifier
- Associated CLIN/sub-CLIN under which travel was executed
- Current invoice period
- Names of persons traveling
- Number of travel days
- Dates of travel
- Number of days per diem charged
- Per diem rate used
- Total per diem charged
- Transportation costs
- Total charges

All cost presentations provided by the Contractor shall also include overhead charges and general and administrative charges.

2.5 Task Order Specific Requirements

2.5.1 Government Furnished Items

Government furnished items are established in the GTO Performance Work Statement and Contractor’s proposal. TBD items will be determined in coordination with the COR.

2.5.2 Section 508 Compliance

Section 508 of the Rehabilitation Act requires Federal agencies to make their electronic and information technology accessible to people with disabilities. This applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Unless an agency exception to this requirement exists, all electronic and

information technology (EIT) products and services procured through this Task Order must fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR 1194.

The Contractor shall conduct all work under this Task Order compliant with Section 508 of the Rehabilitation Act to ensure that resulting products are accessible to persons with disabilities (See www.section508.gov).

2.5.3 Privacy

The Contractor may have access to Privacy Act systems of records, such as the Enterprise Server Services (ESS) and Enterprise Level Identity Verification System (ELVIS) systems, that maintain privacy act information on individuals in performance of IT infrastructure operations and maintenance. As prescribed in the Federal Acquisition Regulation (FAR) part 24.104, if the system involves the design, development, or operation of a system of records on individuals, the Contractor shall implement requirements in FAR clause 52.224-1, "Privacy Act Notification" and FAR clause 52.224-2, "Privacy Act."

The Contractor will not be required or permitted to respond to requests for Privacy Act data or to make decisions about releases of data under the Act. The Contractor will ensure its employees who have access to privacy act data are instructed to safeguard against improper use or release of such data and advise them that violation of the Act may involve criminal penalties. The Contractor will provide nondisclosure agreements for contract employees who have access to privacy data at the request of the CO.

2.5.4 Security Requirements

Contractors entering into an agreement for information technology services and products to GSA and/or its Federal customers shall be contractually subject to all GSA and Federal IT Security standards, policies, and reporting requirements. GSA must provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, Contractor, or other source. This Task Order requires the Contractor to (1) develop, (2) have the ability to access, or (3) host and/or maintain a Federal information system(s). Pursuant to Federal and GSA Information Security Program Policies, the Contractor and any subContractor performing under this Task Order shall comply with the following requirements:

Federal Information Security Management Act of 2002 (FISMA), Title III, E-Government Act of 2002, Pub. L. No. 107-347 (Dec. 17, 2002).

2.5.4.1 HSPD-12 Personnel Security Clearances

Homeland Security Presidential Directive-12 (HSPD-12) requires all federal Executive departments and agencies to conduct personnel investigations adjudicate the results, and issue identity credentials to all Contractors who require routine access to their building facilities and IT systems.

- a) The Contractor shall comply with GSA order 2100.1 – IT Security Policy, GSA Order ADM 9732.1D – Suitability and Personnel Security Chapter 6, and GSA Order CIO P 2181 – HSPD-12 Personal Identity Verification and Credentialing Handbook. GSA separates the risk levels for Computer System Positions into three categories. The criteria for determining which risk level a particular position falls into is provided in GSA ADM 9732.1D Figure A-1. Computer System Position risk levels are as follows:
 - Level 1 - Low Risk: Contractor employees (herein referred to as the Applicant) assigned to a Level 1 position are subject to a National Agency Check and Inquiry Investigation (NACI).
 - Level 5 Public Trust - Moderate Risk: Applicants assigned to a Level 5 position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).
 - Level 6 Public Trust - High Risk: Applicants assigned to a Level 6 position are subject to a Background Investigation (BI).
- b) The majority of Computer System Positions under this Task Order are categorized as Level 5 Public Trust – Moderate Risk and require a MBI.
- c) The CO or their designated Contractor Requesting Official (CRO) is responsible for evaluating suitability positions and risk levels, and requesting investigations and credentials for Applicants. The Contractor shall coordinate all Applicant requests for investigations with the COR and CO/CRO to ensure that each request meets the criteria for determining the risk level for Computer System Positions. The Contractor shall ensure that only appropriately cleared contract employees are assigned to positions that meet these criteria.
- d) The CO/CRO will ensure that a completed Contractor Information Worksheet (CIW) for each Applicant is forwarded to the Federal Protective Service (FPS) in accordance with the GSA/FPS Contractor Suitability and Adjudication Program Implementation Plan dated 20 February 2007. The CO/CRO is responsible for coordination with the Contractor for the timely completion of all required documentation submissions and adherence to requests from FPS and OPM investigators are responded to in a timely manner as directed for all Applicants.
- e) Applicants will not be reinvestigated if a prior favorable adjudication is on file with FPS or GSA, there has been no break in service, and the position is identified at the same or lower risk level.
- f) Once a favorable FBI Criminal History Check (fingerprint check) has been returned, Applicants may receive a GSA identity credential (if required) and initial access to GSA IT systems. Full access to GSA IT systems is granted commensurate with the Applicants position and duties upon completion of the appropriate personnel

- investigation with favorable results. The HSPD-12 Handbook contains procedures for obtaining identity credentials and access to GSA information systems as well as procedures to be followed in case of unfavorable adjudications.
- g) Under limited circumstances, the Contractor may request initial IT access after an Applicants background investigation has been submitted but before the criminal history check results are returned. The Contractor shall submit such requests to the COR with supporting justification. This will be granted based on the justification of the pressing requirement for access and the compensating controls put in place, on a case by case basis.
 - h) The Contractor shall be responsible for managing its workforce to ensure that sufficient contract employees who meet all suitability requirements are available to perform the duties required under this Task Order. New or replacement contract employees must have previously received a favorable suitability determination in sufficient time to perform work on-site at GSA facilities and obtain full access to GSA IT systems.
 - i) The Contractor shall ensure that roles/privileges assigned to Contractor employees on GSA IT systems are limited to the roles/privileges and information access essential to that individual's performance of his/her assignments. These roles/privileges can be limited or revoked by the Government.

National Security Clearances

Positions whose duties require Contractors to work with classified national security information (Top Secret, Secret, or Confidential) are national security positions. GSA separates the risk levels for National Security Positions into four categories. The criteria for determining which risk level a particular position falls into is provided in GSA Order ADM 9732.1D – Suitability and Personnel Security Chapter 6, and GSA Order CIO P 2181 – HSPD-12 Personal Identity Verification and Credentialing Handbook.

The national security position sensitivity and risk level commensurate with the required level of access for several Network/Security positions is determined Level 3 Critical Sensitive and requires a Top Secret (TS) clearance with Single Scope Background Investigation (SSBI)..

2.5.4.2 Security Reports

The Contractor shall submit a monthly Contractor Access List of all Contractor employees that have access to GSA IT systems by the 25th of each month. The Contractor Access List shall provide the following information:

- Contract Employee Name
- Contractor Company Name
- GSA Email Address (or other)
- Sub-Task and FISMA System Supported
- Task Area/Job Function
- Physical Place of Performance (Region/City/State)

- Contract Start Date (EOD)
- Adjudication Status
- Adjudication Date
- Transfer/Termination Dates

2.5.4.3 Security Training and Records

GSA policy requires Contractors to receive security training commensurate with their responsibilities for performing work under the terms and conditions of their contractual agreements. The Contractor shall ensure that all contract employees performing on this Task Order complete the following information security training:

- a) Annual IT Security Awareness training for Contractor initial IT access and annually thereafter; reference NIST 800-53 control AT-2 and GSA Order CIO 2100.3A.
- b) Specialized role-based training for Contractors that have significant information security responsibilities as defined in the GSA IT security training policy; reference NIST 800-53 control AT-3 and GSA Order CIO 2100.3A when directed.
- c) Annual Privacy Training 101 training that provides a general awareness of privacy related issues, laws, privacy protected information, how GSA protects personally identifiable information, and Contractors role in protecting information; reference Privacy Act of 1974, GSA Order CPO 1878.1, GSA Privacy Act Program, and GSA Order HCO 2180.1, GSA Rules of Behavior for Handling Personally Identifiable Information (PII).

2.6 Contract Clauses

This Task Order is subject to the terms and conditions of the Alliant Small Business Governmentwide Acquisition Contract (GWAC). In the event of a conflict between this Task Order and the GWAC the GWAC shall control. All Clauses contained in Section I of the GWAC are incorporated herein by reference.

2.6.1 Clauses included in the Alliant Small Business GWAC (added for clarification):

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) Insert [thirty (30) calendar days before the contract expires] and [sixty (60) calendar days before the contract expires]
- (c) Insert [sixty (60) months]

NOTE: The Task Order Term referenced in Clause 52.217-9 does not include any extension exercised pursuant to Clause 52.217-8, Option to Extend Services, which if exercised and subject to the availability of funds, may extend the full term of the Task Order from sixty (60) to sixty-six (66) months.

52.227-14 Rights in Data – General (DEC 2007)

52.237-3 Continuity of Services (JAN 1991)

The Contractor is only allowed to invoice for labor categories, labor rates, and indirect rates that have previously been incorporated into this Task Order, up to the ceiling amount in CLIN 0007.

2.6.2 Clauses incorporated by reference in addition to the Alliant Small Business GWAC:

52.217-8 Option to Extend Services (NOV 1999)

Insert [thirty (30) calendar days before the contract expires]

52.222-17 Nondisplacement of Qualified Workers (JAN 2013)

552.232-25 Prompt Payment (NOV2009) (GSAM) (Deviation)

552.237-71 Qualifications of Employees (MAY 1989) (GSAM)

552.239-71 Security Requirements for Unclassified Information Technology Resources (JUN 2011) (GSAM)

2.7 List of Attachments and Exhibits

NONE